

### REMARKS

Applicants thank the Examiner for the telephone discussion on March 6, 2009, regarding the clarity of the proviso. The substance of the discussion is provided below, and claim 1 is further clarified as discussed during the telephone discussion.

The Office Action alleges that the proviso regarding Y<sup>11</sup> is improper and confusing in claim 1, i.e., that there is an "if" but no corresponding "then" clause. As discussed, the proviso first recites the "then" clause and thereafter the corresponding "if" part. In this regard the proviso is amended to further clarify the same, but without any substantive change to the scope thereof.

In view of the correct reading of the proviso, it is clear that the prior art rejection is also moot for the reasons discussed in the last reply.

In view of the rejections having been made in view of an incorrect reading of the proviso, a next Office Action, if any, should not be made final.

The Commissioner is hereby authorized to charge any fees associated with this response or credit any overpayment to Deposit Account No. 13-3402.

Respectfully submitted,

/Csaba Henter/

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